

POLICY NUMBER:

COMMERCIAL AUTO  
CA 99 72 11 02

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **VIRGINIA GARAGEKEEPERS COVERAGE – CUSTOMERS SOUND RECEIVING EQUIPMENT**

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Virginia, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:     (Authorized Representative)
Named Insured:	

### **SCHEDULE**

Location Number	Coverages	Customers' Sound Receiving Equipment Limit Of Insurance For Each Location
1	Comprehensive Excluding Theft	\$ MINUS \$ DEDUCTIBLE FOR EACH "CUSTOMER'S AUTO" FOR "LOSS" CAUSED BY MISCHIEF OR VANDALISM SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH "LOSS" IN ANY ONE EVENT.
	Collision	\$ MINUS \$ DEDUCTIBLE FOR EACH "CUSTOMER'S AUTO"
2	Comprehensive Excluding Theft	\$ MINUS \$ DEDUCTIBLE FOR EACH "CUSTOMER'S AUTO" FOR "LOSS" CAUSED BY MISCHIEF OR VANDALISM SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH "LOSS" IN ANY ONE EVENT.
	Collision	\$ MINUS \$ DEDUCTIBLE FOR EACH "CUSTOMER'S AUTO"
3	Comprehensive Excluding Theft	\$ MINUS \$ DEDUCTIBLE FOR EACH "CUSTOMER'S AUTO" FOR "LOSS" CAUSED BY MISCHIEF OR VANDALISM SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH "LOSS" IN ANY ONE EVENT.
	Collision	\$ MINUS \$ DEDUCTIBLE FOR EACH "CUSTOMER'S AUTO"

LOCATIONS WHERE YOU CONDUCT "GARAGE OPERATIONS"	
Location Number	Address (State Your Main Business Location As Location Number 1.)
1	
2	
3	
Premium For All Covered Locations	
Comprehensive Excluding Theft	\$
Collision	\$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Garagekeepers Coverage – Customers' Sound Receiving Equipment** applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by "X".

**DIRECT COVERAGE OPTIONS**

- ☐ **EXCESS INSURANCE.** If this box is checked, **GARAGEKEEPERS COVERAGE – CUSTOMERS' SOUND RECEIVING EQUIPMENT** is changed to apply without regard to your or any other "insured's" legal liability for "loss" to "sound receiving equipment" in a "customer's auto" and is excess over any other collectible insurance regardless of whether the other insurance covers your or any other "insured's" interest or the interest of the "customer's auto's" owner.
- ☐ **PRIMARY INSURANCE.** If this box is checked, **GARAGEKEEPERS COVERAGE – CUSTOMERS' SOUND RECEIVING EQUIPMENT** is changed to apply without regard to your or any other "insured's" legal liability for "loss" to "sound receiving equipment" in a "customer's auto" and is primary insurance.

**A. Coverage**

1. This endorsement provides only those coverages:
  - a. Where a Limit Of Insurance and a premium are shown for that coverage in the Schedule; and
  - b. For the location shown in the Schedule.
2. We will pay all sums the "insured" legally must pay as damages for "loss" to "sound receiving equipment" in a "customer's auto" left in the "insured's" care while the "insured" is attending, servicing, repairing, parking or storing the "customer's auto" in your "garage operations" under:
  - a. **Comprehensive Coverage Excluding Theft**  
From any cause except:
    - (1) The "customer's auto's" collision with another object;
    - (2) The "customer's auto's" overturn; or
    - (3) Theft or conversion of the "customer's auto" or its "sound receiving equipment".

**b. Collision Coverage**

Caused by:

- (1) The "customer's auto's" collision with another object; or
  - (2) The "customer's auto's" overturn.
3. We have the right and duty to defend any "suit" for these damages, even if the "suit" is groundless, false or fraudulent. However, we have no duty to defend "suits" for any "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit Of Insurance for that coverage has been exhausted by payment of judgments or settlements.

**B. Who Is An Insured**

The following are "insureds" for "loss" to "sound receiving equipment" in a "customer's auto":

1. You.
2. Your partners, employees, directors or shareholders while acting within the scope of their duties as such.

## C. Coverage Extensions

### SUPPLEMENTARY PAYMENTS

In addition to the Limit Of Insurance, we will pay for the "insured":

1. All expenses we incur.
2. The costs of bonds to release attachments in any "suit" we defend, but only for bond amounts within our Limit Of Insurance.
3. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
4. All costs taxed against the "insured" in any "suit" we defend.
5. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit Of Insurance.
6. Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable Limit Of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

## D. Exclusions

1. This insurance does not apply to any of the following:
  - a. **Contractual Obligations**  
Liability resulting from any agreement by which the "insured" accepts responsibility for "loss".
  - b. **Theft**  
"Loss" due to theft or conversion of the "sound receiving equipment" or the "customer's auto" in which it is installed.
  - c. **Defective Parts**  
Defective parts or materials.
  - d. **Faulty Work**  
Faulty "work you performed".
2. We will not pay for "loss" to any of the following:
  - a. "Sound receiving equipment" unless permanently installed in a "customer's auto".
  - b. Equipment designed or used for the detection or location of radar.

## E. Limit Of Insurance And Deductible

1. Regardless of the number of "sound receiving equipment" items in a "customer's auto", "insureds", premiums paid, claims made or "suits" brought, the most we will pay for each "loss" at each location is the Garagekeepers Coverage – Sound Receiving Equipment Limit Of Insurance shown in the Schedule for that location minus the applicable deductible for "loss" caused by collision or mischief or vandalism.
2. The maximum deductible stated in the Schedule for Comprehensive Coverage Excluding Theft is the most that will be deducted for all "loss" in any one event caused by mischief or vandalism.
3. Sometimes to settle a claim or "suit", we may pay all or any part of the deductible. If this happens you must reimburse us for the deductible or that portion of the deductible that we paid.

## F. Additional Definitions

All used in this endorsement:

1. "Customer's auto" means a customer's land motor vehicle or trailer or semitrailer. This definition also includes any customer's auto while left with you for service, repair, storage or safe-keeping. Customers include your "employees", and members of their households, who pay for services performed.
2. "Garage operations" means the ownership, maintenance or use of locations for the purpose of a business of selling, servicing, repairing, parking or storing "customer's autos", and that portion of the roads or other accesses that adjoin these locations. "Garage operations" also includes all operations necessary or incidental to the performance of garage operations.
3. "Loss" means direct and accidental loss or damage and includes any resulting loss of use.
4. "Sound receiving equipment" means permanently installed sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories.
5. "Work you performed" includes:
  - a. Work that someone performed on your behalf; and
  - b. The providing of or failure to provide warnings or instructions.